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*To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.*



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June 04, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF EMERGENCY MEDICAL TECHNICIAN-PARAMEDIC
AGREEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of successor Emergency Medical Technician-Paramedic Agreements with 18 County approved private paramedic providers for the provision of Advanced Life Support services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute Emergency Medical Technician-Paramedic (EMT-P) successor Agreements with the 18 County-approved private paramedic providers listed in Attachment A, effective upon Board approval for the period July 1, 2014 through June 30, 2019, with five (5) one-year extensions for the provision of Advance Life Support (ALS) services, at no cost to the County.
2. Delegate authority to the Director, or his designee, to: (a) exercise the additional five (5) one-year extension options, through June 30, 2024; and (b) add, delete and/or change non-substantive terms and conditions in the Agreement, subject to review and approval by County Counsel, with notification to the Board and the Chief Executive Office (CEO).
3. Delegate authority to the Director, or his designee, to execute a form EMT-P Service Provider Agreement with any future County-approved private paramedic service provider, during the initial term, and any additional

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 June 4, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

extension periods, effective on execution for the remaining term, at no cost to the County, upon review and approval by County Counsel, with notification to the Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Health Services (DHS) is the local Emergency Medical Services (EMS) Agency and is responsible for the development and maintenance of Los Angeles County's (County) EMS System, which includes the approval of EMT-P providers. As required by Section 1797, et seq. of the California Health and Safety Code, the County maintains an Advance Life Support (ALS) system under which paramedics provide emergency medical care to the sick and injured at the scene of an emergency, or during transport to a general acute care hospital or interfacility transfer, Paramedics also provide such emergency medical care while sick or injured persons are in the emergency department of a general acute care hospital, until patient care responsibilities are assumed by the regular hospital staff, as well as during training within the facilities of a participating general acute care hospital.

In order for approved paramedic provider agencies to participate in the ALS Program, the California Code of Regulations, Section 100168(b)(4) requires such paramedic provider agencies to have a written agreement with the local EMS Agency, and to comply with all applicable State regulations and local policies and procedures.

Approval of the first recommendation will allow the Director to execute successor Agreements, substantially similar to Exhibit I, with County-approved private paramedic provider agencies to continue the practice of providing emergency medical care services in accordance with California Health and Safety Code Section 1797, et seq., throughout the County.

Approval of the second recommendation will allow the Director to exercise the option to extend the term of the Agreements for up to five (5) years, and to add, delete and/or change non-substantive terms and conditions in accordance with all applicable State, Federal laws and Regulations, County Ordinances and Board Policy in the Agreement.

Approval of the third recommendation will allow the Director to execute new EMT-P Agreements, substantially similar to Exhibit I, with any future County-approved private paramedic provider agencies within the parameters set forth herein.

Implementation of Strategic Plan Goals

The recommended actions support Goal 2, Fiscal Sustainability, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The recommended Agreements do not contain fee provisions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 4, 2013 the Board approved a one-year extension of EMT-P agreements with 19 private paramedic service providers, set to expire on June 30, 2014. However, one provider opted out of the ALS Program, bringing the total number of County-approved private paramedic service providers to 18.

The current Agreement was extended for one (1) year through June 30, 2014 to allow the EMS Agency to develop appropriate fees to recover cost involved in the initial ALS approval and annual monitoring processes. However, additional time is needed to allow the EMS Agency to work with the State Emergency Medical Services Authority (EMSA) in establishing State-level authority that will allow local EMS Agencies to impose fees to recover costs from EMT-P providers. A successor Agreement is being recommended to ensure the most current County terms and conditions are included.

The Agreement may be terminated for convenience by the County upon 10 days prior written notice.

County Counsel has approved Exhibit I as to form.

The EMT-P services are not Proposition A Agreements as they are required by the State.

CONTRACTING PROCESS

The California Code of Regulations, Section 100168(b)(4) requires approved paramedic provider agencies to have a written agreement with the local EMS Agency to participate in the ALS Program and to comply with all applicable State regulations and local policies and procedures. The recommended successor Agreement satisfies the requirement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure uninterrupted delivery of high quality paramedic services for the Los Angeles County residents.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz".

Mitchell H. Katz, M.D.

Director

rg

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

COUNTY-APPROVED PRIVATE SERVICE PROVIDERS
EMERGENCY MEDICAL TECHNICIAN-PARAMEDIC AGREEMENT

AGENCY ADDRESS AND CONTACT PERSON

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AMBUSERVE, INC.
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jchidley@mccormickambulance.com

EXHIBIT I
Agreement No. _____

DEPARTMENT OF HEALTH SERVICES



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

EMERGENCY MEDICAL TECHNICIAN - PARAMEDIC SERVICES

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- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

- J REFERENCE NO. 214, BASE HOSPITAL AND PROVIDER AGENCY REPORTING RESPONSIBILITIES
- K REFERENCE NO. 703, ALS UNIT INVENTORY
- L EMS REPORT FORM
- M REFERENCE NO. 701, SUPPLY AND RESUPPLY OF DESIGNATED EMS PROVIDER UNITS/VEHICLES
- N REFERENCE NO. 411, PROVIDER AGENCY MEDICAL DIRECTOR
- O REFERENCE NO. 410, DRUG AUTHORIZING PHYSICIAN FOR PROVIDER AGENCIES
- P REFERENCE NO. 608, RETENTION AND DISPOSITION OF PREHOSPITAL PATIENT CARE RECORDS
- Q REFERENCE NO. 702, CONTROLLED DRUGS CARRIED ON ALS UNITS
- R REFERENCE NO. 702.2, DAILY CONTROLLED DRUG AND KEY INVENTORY/MONTHLY DRUG STORAGE INSPECTION FORMS

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S	REFERENCE NO. 1104, DISASTER PHARMACEUTICAL CACHES CARRIED BY FIRST RESPONDERS
T	REFERENCE NO. 408, ALS UNIT STAFFING

**AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
EMERGENCY MEDICAL TECHNICIAN - PARAMEDIC SERVICES**

This Agreement and Exhibits are made and entered into this ____ day of _____, _____ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

WHEREAS, the County may contract with private businesses for paramedic Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing paramedic Services; and

WHEREAS, this Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special Services; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter; and

WHEREAS, pursuant to the authority granted under the Emergency Medical Services and Prehospital Emergency Medical Care Personnel Act (Health and Safety Code, Section 1797 et seq.), (hereinafter "Act") County has established and maintains an Advanced Life Support ("ALS") system providing services utilizing Emergency Medical Technicians-Paramedics (hereafter "Paramedic" or "paramedics") for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during interfacility transfer, while in the emergency department of a general hospital, until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital; and

WHEREAS, the authority for entering into this Agreement is found in Health and Safety Code Sections 1797.252 and 1798; Government Code Section 26227;

and Title 22, California Code of Regulations Section 100168(b)(4); and

WHEREAS, under the Act County has designated its Department of Health Services (DHS) as the local Emergency Medical Services Agency (hereafter "EMS Agency"); and

WHEREAS, the EMS Agency approves paramedic provider agencies to render through licensed and accredited Paramedic personnel ALS level patient care in accordance with policies and procedures established by the EMS Agency and State Emergency Medical Services Authority (EMSA); and

WHEREAS, Health and Safety Code and related regulations require the Contractor to have a written agreement with its local EMS Agency to participate in ALS Programs; and

WHEREAS, Contractor desires to operate an ALS system in accordance with policies and procedures established by the EMS Agency; and

WHEREAS, Contractor, by virtue of its qualifications pursuant to such approval process and its execution of this Agreement, is a County-approved ALS provider; and

WHEREAS, Contractor has a quality assurance and improvement program approved by the EMS Agency; and

WHEREAS, the parties wish to cooperate with each other and with paramedic base hospitals in the joint development and operation of an ALS system in Los Angeles County in order to efficiently and appropriately meet the needs of Los Angeles County residents for high quality paramedic services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S and T are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Intentionally Omitted
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Agreement Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

- 1.10 EXHIBIT J - Reference No. 214, Base Hospital and Provider Agency Reporting Responsibilities
- 1.11 EXHIBIT K - Reference No. 703, ALS Unit Inventory
- 1.12 EXHIBIT L - EMS Report Form
- 1.13 EXHIBIT M - Reference No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles
- 1.14 EXHIBIT N - Reference No. 411, Provider Agency Medical Director
- 1.15 EXHIBIT O - Reference No. 410, Drug Authorizing Physician for Provider Agencies
- 1.16 EXHIBIT P - Reference No. 608, Retention and Disposition of Prehospital Patient Care Records
- 1.17 EXHIBIT Q - Reference No. 702, Controlled Drugs Carried on ALS Units
- 1.18 EXHIBIT R - Reference No. 702.2, Daily Controlled Drug and Key Inventory/Monthly Drug Storage Inspection Forms
- 1.19 EXHIBIT S - Reference No. 1104, Disaster Pharmaceutical Caches Carried by First Responders
- 1.20 EXHIBIT T - Reference No. 408, ALS Unit Staffing

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following

words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Agreement:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Contract:** Agreement executed between County and Contractor.
- 2.3 Contractor:** The County-approved ALS sole proprietor, partnership, limited liability company or corporation that has entered into an Agreement with the County to perform or execute the work covered by the Statement of Work.
- 2.4 Contractor Project Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.5 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.
- 2.6 County Project Manager:** Person designated by County's Project Director to manage the operations under this Agreement.
- 2.7 County Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 DHS:** Department of Health Services
- 2.10 Director:** Director of Health Services or his/her authorized designee.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall be five (5) years commencing July 1, 2014 through June 30, 2019 after execution by the Director or his designee, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County shall have the sole option to extend this Agreement term for up to five (5) additional one-year periods for a maximum total Agreement term of ten (10) years. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

5.0 INTENTIONALLY OMITTED

6.0 ADMINISTRATION OF AGREEMENT – COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County Project Director include:

- ensuring that the objectives of this Agreement are met; and

- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor. The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Project Monitor

- The County's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Project Monitor reports to the County's Project Manager.
- The County's Project Monitor shall be responsible for scheduling periodic field observations and attending meetings related to the EMS system.
- The County's Project Monitor shall be responsible for conducting an inventory inspection prior to approving a new ALS Unit.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager and County's Project Monitor on a regular basis.

- 7.1.3 Contractor shall provide a full-time Project Manager (liaison) or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager or designated alternate may be reached on a twenty-four (24) hour per day basis.
- 7.1.4 Contractor Project Manager or designated alternate shall act as a central point of contact with the County.
- 7.1.5 Contractor Project Manager or designated alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Project Manager or designated alternate shall be able to communicate effectively.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

7.3 Contractor's Staff Identification

Contractor shall ensure that all ALS Units and paramedic personnel are visibly identified as such, and wear on their uniforms standard paramedic insignia.

7.4 Confidentiality

- 7.4.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.4.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.4.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.

7.4.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

7.5 Staff Performance under the Influence

Contractor shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by Director or his designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer.
- 8.1.3 The Director or his designee, may at his sole discretion, authorize extensions of time as defined in paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by Director or his designee.
- 8.1.4 The Director or his designee, may require, at his sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation or County policy, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by Director or his designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation

without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 INTENTIONALLY OMITTED

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER

COVERED TRANSACTIONS (2 C.F.R. PART 376)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 COMPLAINTS/PROBLEM RESOLUTION

- 8.6.1 The Contractor's Project Manager or designee shall assist the County's Project Manager with problem resolution under this Agreement.
- 8.6.2 Contractor shall respond to written requests for information regarding any perceived problem within fourteen (14) calendar days following receipt of such request.
- 8.6.3 Contractor is encouraged to resolve normal day-to-day operational concerns directly with involved base hospitals, receiving hospitals, etc. If a problem is not resolved at this level, Contractor may refer it to the EMS Agency for further review and action.
- 8.6.4 Problems perceived by the Contractor to have a system-wide impact should be referred directly to the EMS Agency.
- 8.6.5 Contractor shall report possible violations of the California Health and Safety Code Section 1798.200 or any possible violation of California Health and Safety Code Section 1798.202 by Contractor's EMTs or paramedics directly to

the EMS Agency, as outlined in Reference No. 214, Base Hospital and Provider Agency Reporting Responsibilities, of the EMS Agency's Prehospital Care Manual, Exhibit J. The EMS Agency is required to investigate any such allegations of violations.

8.6.6 Issues that cannot be resolved between the Contractor and the EMS Agency will be referred to the EMSC for review and recommendations.

8.6.7 Issues that cannot be resolved at the local level will be referred to the State EMSA for review and recommendations.

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.7.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from

Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

**8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS-
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS**

- 8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.8.9 Anti-discrimination in Services:

Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.8.10 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a

copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

- 8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts

that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation.

Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.15.1 Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from

providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

8.15.3 Failure by Contractor to meet the requirements of this subparagraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings

Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.17.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.17.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

8.18 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.19 INTENTIONALLY OMITTED.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees

performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.20.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.22 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

8.26.1 The parties acknowledge the existence of the Health

Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

- 8.26.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor’s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor’s obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 8.26.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.
- 8.26.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party’s officers, employees, and agents), for damages to the other party that are attributable to such failure.

8.27 INDEPENDENT CONTRACTOR STATUS

- 8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the

County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.27.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.4 - Confidentiality.

8.28 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.29 and 8.30 of this Agreement. These minimum insurance coverage

terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s)

and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts & Grants

And

County of Los Angeles
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and

scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of or Changes Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

8.29.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.29.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.29.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.29.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.29.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.29.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.29.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.30 INSURANCE COVERAGE

8.30.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
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Products/Completed Operations Aggregate: \$1 million
Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

8.30.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.30.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$2 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.35 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.36 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the

County and the Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or his/her designee shall resolve it.

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.41 PUBLIC RECORDS ACT

- 8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.42 PUBLICITY

- 8.42.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of

the Director or his/her designee. The County shall not unreasonably withhold written consent.

- 8.42.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.42 shall apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.43.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.
- 8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of seven (7) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report,

including Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.44 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and

any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.46 SUBCONTRACTING

- 8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.
- 8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of

the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts & Grants

before any subcontractor employee may perform any work hereunder.

8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his/her designee.

- Contractor has materially breached this Agreement; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.50.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-

paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.50.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.50, or that the default was excusable under the provisions of sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.49 - Termination for Convenience.
- 8.50.5 The rights and remedies of the County provided in this sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

- 8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.
- 8.51.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.52 TERMINATION FOR INSOLVENCY

8.52.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.52.2 The rights and remedies of the County provided in this subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors

appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.55 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.56 UNLAWFUL SOLICITATION

Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.57 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.58 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-

paragraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.59 WARRANTY AGAINST CONTINGENT FEES

8.59.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.59.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

9.2 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.2.1 Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq., shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.2.2 Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and

dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

- 9.2.3 Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by its Director of Health Services, and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

APPROVED AS TO PROGRAM:
Department of Health Services

By _____
Cathy Chidester, Director
Emergency Medical Services Agency

CONTRACTOR

Signature

Printed Name

Title

APPROVED AS TO FORM:
John F. Krattli
County Counsel

By _____
Lillian Russell, Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

EXHIBIT A
STATEMENT OF WORK
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EXHIBIT A

STATEMENT OF WORK

1.0 SCOPE OF WORK

The Contractor agrees to provide Advanced Life Support (ALS) level prehospital emergency care utilizing State-licensed and locally accredited paramedics for inter-facility transfers and, when indicated, back up ALS services for jurisdictional 911 providers following the rules and regulations as outlined in the Health and Safety Code, Division 2.5 California Code of Regulations, Title 22, Division 9 and local Emergency Medical Service (EMS) Agency policies and procedures.

2.0 ADDITION/DELETION OF VEHICLES, SERVICE HOURS

- 2.1 ALS units must be inspected and approved by the EMS Agency prior to placing them into service. Units must meet the requirements of Reference No. 703, ALS Unit Inventory, Exhibit K, and licensed in accordance with Title 7, Business Licenses, Chapter 7.16 Ambulances of the Los Angeles County Code.
- 2.2 ALS services must be available to the community on 24-hours, seven days per week basis.

3.0 QUALITY IMPROVEMENT

The Contractor shall establish and utilize a comprehensive Quality Improvement (QI) Plan to assure the County a consistently high level of service throughout the term of the Agreement. The QI Plan shall meet the requirements contained in Reference Nos. 620, EMS Quality Improvement Program and 618, EMS Quality Improvement Program Committees and shall be submitted on an annual basis (or upon request) at the time of the program review, to the EMS Agency, Prehospital Care Section, for review and approval.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.18, County's Quality Assurance Plan of the Agreement.

5.0 COUNTY RESPONSIBILITIES

5.1 Personnel

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.

5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

5.1.3 Preparing Amendments in accordance with the Agreement.

5.2 Operational

5.2.1 Establish policies and procedures consistent with State and County laws, regulations, and standards. A complete manual (EMS Agency's Prehospital Care Manual) containing all the EMS protocols and policies which the EMS Agency currently considers to be applicable to participants in the ALS system is available on the EMS Agency Web Site at ems.dhs.lacounty.gov/. The existing Prehospital Care Manual is incorporated herein by reference. Policy updates will be distributed regularly.

5.2.2 Maintain a comprehensive system-wide data collection system to facilitate the Quality Improvement (QI) program of the EMS Agency as well as that of the Contractor.

5.2.3 Upon Contractor's written request, supply the Contractor with pertinent EMS data specific to the Contractor, as well as appropriate system-wide data.

5.2.4 Review the QI program of the Contractor on a scheduled basis.

5.2.5 Assess the Contractor's compliance with this Agreement and the policies and procedures of the EMS Agency by performing annual or as-needed program reviews of the Contractor and other ALS provider agency records and by periodically observing the Contractor and other ALS operations on a first-hand basis, through scheduled ALS unit field observations and Provider site surveys. Any deviation from the annual audit schedule shall be on an as-needed basis upon consent of the Contractor which shall not be unreasonably withheld.

5.2.6 Assign ALS Units of the Contractor to a designated base hospital after consultation with base hospitals and the Contractor. These assignments may be changed from time to time by the Director or his designee after consultation with the Contractor and the concerned base hospitals.

ALS Units may be reassigned to another base hospital in those instances when a designated base hospital gives notice that it is withdrawing from the system, when a designated base hospital is suspended or terminated from the prehospital care system, or when

the Contractor demonstrates that its ALS Unit would be better served by a different base hospital (e.g., communication problems). In the event reassignment occurs, the Contractor, if it believes the new assignment is inappropriate, shall be given an immediate opportunity to provide written and oral statements to the Medical Director of the EMS Agency in support of a different assignment.

- 5.2.7 Coordinate the Emergency Medical Services Commission ("EMSC") and its subcommittees so that the EMSC may analyze, review, and comment upon the EMS Agency policies and give advice to the Board of Supervisors and the Director of DHS regarding such policies.
- 5.2.8 Coordinate and staff the EMS Agency's Provider Agency Advisory and Base Hospital Advisory Committees in order to provide a regularly scheduled meeting forum for the exchange of ideas regarding ALS continuing education programs, training programs, licensure, certification and accreditation issues.
- 5.2.9 Coordinate and staff the EMS Agency's Medical Advisory Council in order to provide a regularly scheduled meeting forum which provides specialized medical advice to the Medical Director of the EMS Agency. The Contractor shall be represented by one currently licensed Paramedic selected by the Contractor Agency Advisory Committee.
- 5.2.10 The EMS Agency shall continue to maintain a comprehensive EMS data collection system. The EMS data collection system shall include:
 - Data dictionary for providers completing electronic EMS Report Forms
 - An EMS Form completion manual for providers submitting paper EMS Report Forms.
 - Generation of quarterly summary reports and other reports requested by the Contractor.
 - Standardized EMS Report Forms will be provided by the EMS Agency at no cost to the Contractor.
- 5.5.11 Designate one or more individuals within the EMS Agency with the primary responsibilities of communication and liaison with each provider with respect to matters affecting the ALS delivery system under the jurisdiction of the EMS Agency.

5.5.12 The EMS Agency Medical Director shall establish and maintain medical control in the following manner:

5.5.12.1 Prospectively, by assuring the development of written medical policies, protocols, and procedures, to include at a minimum:

- Readily accessible treatment protocols that encompass the Paramedic scope of practice.
- Local medical control policies, protocols, and procedures as they pertain to the Paramedic base hospitals, Paramedic service providers, Paramedic personnel, and the local EMS Agency.
- Criteria for initiating specified emergency treatments prior to voice contact.
- Requirements to be followed when it is determined that the patient will not need transport to the hospital by ambulance.
- Requirements for the initiation, completion, review, evaluation, and retention of a patient care record.

5.5.12.2 Immediately, by providing for direct voice communication between a Paramedic and a Paramedic base hospital physician or mobile intensive care nurse.

5.5.12.3 Retrospectively, by providing for organized evaluation and continuing education for Paramedic personnel.

5.5.13 In concert with the County's Internal Services Department, assume ongoing responsibility for the design, development, timely implementation, and technical integrity of the remote sites and back-haul of the Paramedic Communications System ("PCS"). In addition, responsibilities include maintenance and repair of County-owned equipment and the development of PCS communication equipment specification, operating procedures, and maintenance standards of remote sites and back-haul of the PCS.

5.5.14 The EMS Agency Medical Director shall give Contractor authorization to utilize its own Medical Director or drug authorizing physician if they meet the requirements set forth in Reference No. 411, Provider Agency Medical Director, Exhibit N, or Reference No 410, Drug Authorizing Physician for Provider Agencies, Exhibit O,

of the Prehospital Care Manual. Controlled substances must be obtained through the Provider Agency Medical Director.

6.0 CONTRACTOR RESPONSIBILITIES

6.1 Contractor's Project Manager

6.1.1 Contractor shall provide a full-time Project Manager (liaison) or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager or designated alternate may be reached on a twenty-four (24) hour per day basis.

6.1.2 Project Manager or designated alternate shall act as a central point of contact with the County.

Project Manager or designated alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Project Manager or designated alternate shall be able to communicate effectively.

6.2 Contractor's Authorized Official(s)

6.2.1 Contractor's Authorized Official(s) are designated in Exhibit F. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

6.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

6.3 Operational

6.3.1 Policies and Procedures: Implement the policies and procedures of the EMS Agency for the medical direction of prehospital care advanced life support personnel.

6.3.2 Data Collection: Complete one EMS Agency approved EMS Report Form (Exhibit J), for every EMS response and submit the form to the EMS Agency within forty-five (45) calendar days of the response. If EMS documentation is captured electronically, the Contractor shall electronically submit the required data elements following the format specified in the LA-EMS Data Dictionary (available at the EMS Agency Web Page at ems.dhs.lacounty.gov,

within thirty (30) calendar days of the response, to the EMS Agency. At such time that the Contractor captures the entire EMS Report Form electronically, has a quality improvement process in place to ensure ongoing capture, and has successfully transmitted complete, validated electronic patient care records to the EMS Agency; submission of a hard copy of the EMS Report Form to the EMS Agency may be discontinued.

- 6.3.3 Availability of Records: Submit copies of all records, audio recordings, run reports, and logs pertaining to prehospital care of patients and personnel involved in the EMS system upon the written request of the Medical Director of the EMS Agency or their designee(s). All such records, run reports, audio recordings, and logs shall be retained in Los Angeles County by the Contractor for the period of time required by law and by EMS Agency's Prehospital Care Manual, Reference No. 608, Retention of Prehospital Care Records, Exhibit P. Copies of such records, run reports, audio recordings, and logs submitted to the EMS Agency Medical Director or their designee(s) hereunder may only be used for audit, investigation, or statistical analysis purposes. The EMS Agency Medical Director and their designees shall comply with all applicable State and federal laws relating to confidentiality and shall maintain the confidentiality of copies of records, run reports, audio recordings, and logs submitted hereunder and shall disclose any such materials to third parties only if required by law to do so. Incident reports and other risk management reports prepared by the Contractor for its attorney(s), which are protected by the attorney-client privilege provisions of the California Evidence Code, shall not be a subject of disclosure to the EMS Agency under this paragraph.
- 6.3.4 ALS Program Monitoring: Permit periodic site visits by representatives authorized by the EMS Agency Medical Director and qualified to perform surveys and reviews including field observation to ensure compliance with State laws and regulations, local policies and this Agreement.
- 6.3.5 Record Retention: Retain the original copy of the EMS Report Form (labeled "Provider") for a minimum of seven (7) years, or if for a minor, at least one (1) year past the age of majority, whichever is greater.
- 6.3.6 Supply and Resupply: Establish a mechanism to purchase, store, and distribute all medical supplies and pharmaceuticals identified in the most current version of Reference No. 703, ALS Unit Inventory, Exhibit K. Comply with the provisions of the most current version of Reference No. 701, Supply and Resupply of Designated EMS

Provider Units/Vehicles, Exhibit M, 702, Controlled Drugs Carried on ALS Units, Exhibit Q, 702.2, Daily Controlled Drug and Key Inventory/Monthly Drug Storage Inspection Forms, Exhibit R, 1104 Disaster Pharmaceutical Caches Carried by First Responders, Exhibit S, and all other applicable requirements for equipment and supplies as set forth in the Prehospital Care Manual, Reference No. 700 et seq. The Provider may request the EMS Agency Medical Director to provide authorization for the purchase of non-narcotic drugs and supplies.

6.3.7 Approval of New ALS Units and Relocation of ALS Units: Request EMS Agency approval for each ALS Unit it desires to put into service. Any long term relocation of existing ALS staffed units shall be approved by the EMS Agency. The EMS Agency shall be notified of any reductions in the number of ALS staffed units.

6.3.8 ALS Unit Staffing: Staff each approved ALS Unit with the intent and service level requirements of Reference No. 408, ALS Unit Staffing, Exhibit T. The Provider may request approval from the EMS Agency, and if approved, may operate its delivery system to the one Paramedic/one Emergency Medical Technician ("EMT") (1&1) for interfacility transport program.

6.3.10 Report possible violations of the California Health and Safety (H&S) Code Section 1798.200 or any possible violations of the California H&S Code Section 1798.202 directly to the EMS Agency Medical Director as outlined in Reference No. 214, Base Hospital and Provider Agency Reporting Responsibilities.

6.4 ALS Unit/Employee Identification

Ensure that all ALS units and paramedic personnel are visibly identified as such and wear on their uniforms the standard paramedic insignia.

6.5 Communication Equipment

Equip each approved ALS Unit with at least one (1) portable radio capable of voice communications with base hospitals and transportable to the patient's side. Each radio shall meet the technical requirements outlined in Los Angeles County's Specification 2029, a copy which has heretofore been given Contractor by the EMS Agency.

EXHIBIT B

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY'S PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of performance of work under the above-referenced Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723

www.babyasafe.org



In Los Angeles County: 1-877-BABY SAFE 1-877-229-3723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

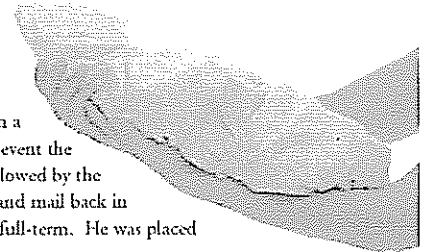
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-4723

www.babysafe.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

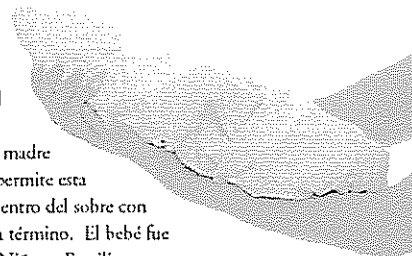
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EMERGENCY MEDICAL TECHNICIAN – PARAMEDIC SERVICES

UNIQUE EXHIBITS

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DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: BASE HOSPITAL AND PROVIDER AGENCY EMT, PARAMEDIC, MICN
REPORTING RESPONSIBILITIES REFERENCE NO. 214

PURPOSE: To provide guidelines for reporting possible violations of the California Health and Safety Code Section 1798.200, Sub-sections (a) through (c) and comply with relevant employer reporting responsibilities.

AUTHORITY: California Health and Safety Code, Division 2.5, Sections 1797.200, 1798.200. California Code of Regulations, Title 22, Chapter 4, Sections 100168, 100172 100173; Chapter 6, Section 100208.1; Base Hospital Agreement.

PRINCIPLE: Prior to initiating disciplinary proceedings, all information available to the EMS Agency or received from a credible source shall be evaluated for evidence of a threat to public health and safety pursuant to Section 1798.200 of the Health and Safety Code.

DEFINITIONS:

Certifying Entity: A public safety agency, if the agency has a training program for EMT personnel, that is approved pursuant to the standards developed pursuant to Section 1797.109 of the Health and Safety Code or the medical director of the local EMS Agency (LEMSA).

Disciplinary Cause: An act that is substantially related to the qualification, functions, and duties of prehospital personnel and is evidence of a threat to public health and safety, per Health and Safety Code Section 1798.200.

Discipline: A disciplinary action taken by a relevant employer pursuant to California Code of Regulations, Title 22, Division 9, Chapter 6, Section 100206.2 or certification action taken by a medical director, or both a disciplinary plan and certification action.

Disciplinary Plan: A written plan of action that can be taken by a relevant employer as a consequence of any action listed in the California Health and Safety Code Section 1798.200. The disciplinary plan may include recommendation for certification actions pursuant to the Model Disciplinary Orders

LEMSA: Local emergency medical services agency

Medical Director: The medical director of the local emergency medical services agency.

Model Disciplinary Orders: The Recommended Guidelines for Disciplinary Orders and Conditions of Probation for EMT's and Paramedics developed by the State EMS Authority to provide consistent and equitable discipline in cases dealing with disciplinary cause.

EFFECTIVE DATE: 3-5-87
REVISED DATE: 8-1-11
SUPERSEDES: 10-3-05

PAGE 1 OF 5

APPROVED:

Director

Medical Director

Relevant Employer: Ambulance providers permitted by the Department of the California Highway Patrol or a public safety agency, that the certificate holder works for or was working for at the time of the incident under review, as a paid employee or a volunteer.

Valid, Validate or Validation: Verification, within reasonable certainty, that a violation of Health and Safety Code Section 1798.200 may have occurred and that said violation may be reason for disciplinary cause.

POLICY:

- I. Base hospitals and provider agencies shall prepare and forward a written report within three working days to the local EMS Agency regarding any action of certificated or licensed EMS personnel which may potentially constitute a violation under Section 1798.200 (c) of the Health and Safety Code as listed in Section II. Any other items of concern resulting from an apparent deficiency of patient care should also be reported.
 - A. The report shall be signed by an authorized representative of the provider agency or base hospital and must contain, at a minimum, the following:
 1. Names and certification/license numbers of all EMS personnel involved in the incident.
 2. Date, time, and location of the incident.
 3. A written summary of the allegations related to the incident.
 4. The Health and Safety Code violation listed under 1798.200.
 5. A copy of the EMS Report Form, if applicable.
 6. A copy of the Base Hospital Report Form and audio recording, if applicable.
 - B. Any report made to the local EMS Agency shall be copied to the employer of the affected individual as approved by or per policies of the hospital or provider agency's Risk Management Department.
- II. Any of the following actions by EMS personnel shall be considered evidence of a threat to the public health and safety and, if found to be true, may result in probation, denial, suspension, or revocation of a certificate or license issued by the EMS Agency and or under the Health and Safety Code, Division 2.5, Section 1798.200 (c).
 - A. Fraud in the procurement of a certificate or license
 - B. Gross negligence
 - C. Repeated negligent acts
 - D. Incompetence
 - E. The commission of any fraudulent, dishonest, or corrupt act which is substantially related to the qualifications, functions, and duties of prehospital personnel.
 - F. Conviction of any crime which is substantially related to the qualifications, functions, and duties of prehospital personnel. The record of conviction or

certified copy of the record shall be conclusive evidence of the conviction.

- G. Violating or attempting to violate directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provision of this division or the regulations adopted by the authority pertaining to prehospital personnel.
- H. Violating or attempting to violate any federal or state statute or regulation which regulates narcotics, dangerous drugs, or controlled substances.
- I. Addiction to, the excessive use of, or the misuse of, alcoholic beverages, narcotics, dangerous drugs, or controlled substances.
- J. Functioning outside the supervision of medical control in the field care system operating at the local level, except as authorized by any other license or certification.
- K. Demonstration of irrational behavior or occurrence of a physical disability to the extent that a reasonable and prudent person would have reasonable cause to believe that the ability to perform the duties normally expected may be impaired.
- L. Unprofessional conduct exhibited by any of the following:
 - 1. The mistreatment or physical abuse of any patient resulting from force in excess of what a reasonable and prudent person trained and acting in a similar capacity while engaged in the performance of his or her duties would use if confronted with a similar circumstance. Nothing in this section shall be deemed to prohibit an EMT, Advanced EMT or paramedic from assisting a peace officer, or a peace officer who is acting in the dual capacity of peace officer and EMT, Advanced EMT or paramedic, from using force that is reasonably necessary to effect a lawful arrest or detention.
 - 2. The failure to maintain confidentiality of patient medical information, except as disclosure is otherwise permitted or required by law in Sections 56 to 56.6, inclusive, of the Civil Code.
 - 3. The commission of any sexually related offense specified under Section 290 of the Penal Code.

PROCEDURE:

I. BASE HOSPITAL RESPONSIBILITIES

A. MICN Personnel

- 1. May conduct investigations to determine disciplinary cause.
- 2. May request that the Agency conduct the investigation to determine disciplinary cause.

SUBJECT: BASE HOSPITAL AND PROVIDER AGENCY
REPORTING RESPONSIBILITIES

REFERENCE NO. 214

3. Shall notify the EMS Agency Medical Director that the alleged action occurred within three (3) working days after an allegation has been validated as potential for disciplinary cause.
4. Upon determination of disciplinary cause, the Prehospital Care Coordinator may develop and implement a disciplinary plan.
 - a. The disciplinary plan, along with the relevant findings of the investigation related to disciplinary cause, shall be submitted to the EMS Agency Medical Director within three (3) working days of adoption of the disciplinary plan.
 - b. The disciplinary plan may include a recommendation that the EMS Agency Medical Director consider taking action against the holder's MICN certificate to include denial, suspension, revocation, or placement of a MICN certificate on probation.
5. Shall notify the EMS Agency Medical Director of the alleged action within three (3) working days or the occurrence of any of the following:
 - a. The MICN is terminated or suspended for a disciplinary cause.
 - b. The MICN resigns or retires following notification of an impending investigation based upon evidence that would indicate the existence of a disciplinary cause, or
 - c. The MICN is removed from their related duties for a disciplinary cause after the completion of the employer's investigation.

II. PROVIDER AGENCY RESPONSIBILITIES

A. EMT Personnel

1. May conduct investigations, to determine disciplinary cause.
2. May request that the local EMS agency (LEMSA) conduct the investigation to determine disciplinary cause.
3. Upon determination of disciplinary cause, the relevant employer may develop and implement a disciplinary plan in accordance with the Model Disciplinary Orders (MDOs).
 - a. The relevant employer shall submit that disciplinary plan along with the relevant findings of the investigation related to disciplinary cause to the LEMSAs that issued the certificate, within three (3) working days of adoption of the disciplinary plan. In the case where the certificate was issued by a non-LEMSA certifying entity, the disciplinary plan shall be submitted to the LEMSAs that has jurisdiction in the county in which the headquarters of the certifying entity is located.

- b. The employer's disciplinary plan may include a recommendation that the LEMSA medical director consider taking action against the holder's certificate to include denial, suspension, revocation, or placement of a certificate on probation.
- 4. Shall notify the LEMSA medical director that has jurisdiction in the county in which the alleged action occurred within three (3) working days after an allegation has been validated as potential for disciplinary cause.
- 5. Shall notify the LEMSA medical director that has jurisdiction in the county in which the alleged action occurred within three (3) working days or the occurrence of any of the following:
 - a. The EMT is terminated or suspended for a disciplinary cause
 - b. The EMT resigns or retires following notification of an impending investigation based upon evidence that would indicate the existence of a disciplinary cause, or
 - c. The EMT is removed from their related duties for a disciplinary cause after the completion of the employer's investigation.
- 6. Disciplinary plans shall be signed and dated by an authorized representative of the prehospital provider agency or base hospital.

B. Paramedic Personnel

- 1. Paramedic employers shall report in writing to the LEMSA medical director and the EMS Authority and provide all supporting documentation within 30 days of whenever the following actions are taken:
 - a. A paramedic is terminated or suspended for disciplinary cause or reason.
 - b. A paramedic resigns following notice of an impending investigation based upon evidence indicating disciplinary cause or reason.
 - c. A paramedic is removed from paramedic duties for disciplinary cause or reason.

CROSS REFERENCES:

Prehospital Care Policy Manual:

Reference No. 201, Medical Management of Prehospital Care
Reference No. 216, EMT Certification Review Process
Reference No. 304, Role of the Base Hospital
Reference No. 308, Base Hospital Medical Director
Reference No. 310, Prehospital Care Coordinator
Los Angeles County EMS Agency Situation Report

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES(PARAMEDIC/MICN)
REFERENCE NO. 703

SUBJECT: ALS UNIT INVENTORY

PURPOSE: To provide a standardized minimum inventory on all Advanced Life Support (ALS) Units.

PRINCIPLE: Any equipment or supplies carried for use in providing emergency medical care must be maintained in good working order.

POLICY: ALS vehicles shall carry the following equipment. Reasonable variations may occur; however, any exceptions must have prior approval of the EMS Agency. Transport vehicles shall also be equipped and supplied according to the Department of the California Highway Patrol, California Administrative Code, Title 13.

MEDICATIONS* (minimum required amounts)			
Albuterol (pre-mixed with NS)	20 mgs	Epinephrine (1:1,000)	7 mgs
Adenosine	24 mgs	Epinephrine (1:10,000)	10 mgs
Amiodarone	900 mgs	Glucagon	1 mg
Aspirin (chewable 81 mg)	648 mgs	Midazolam ²	20 mgs
Atropine sulfate (1 mg/10 ml)	4 mgs	Morphine sulfate ³	32 mgs
Calcium chloride	1 gm	Naloxone	4 mgs
Dextrose 50%	150 mls	Normal saline (for injection)	2 vials
Dextrose solution 100 gm (glucose paste may be substituted)	1	Nitroglycerin spray or tablets	1
Diphenhydramine	100 mgs	Ondansetron 4mg ODT	16 mgs
Dopamine	400 mgs	Ondansetron 4mg IV	16 mgs
Disaster Cache (mandatory for 9-1-1 responders) ⁴		Sodium bicarbonate	50 mls

*All sharps must comply with CCR, Title 8, Section 5193, Bloodborne Pathogens

²Midazolam carried on ALS Unit is not to exceed 40 mgs.³Morphine sulfate carried on ALS Unit is not to exceed 60 mgs.⁴Disaster Cache minimum contents include:

(30) DuoDote kits or equivalent

(12) Atropen 1.0 mg

(12) Pediatric Atropen 0.5 mg

INTRAVENOUS FLUIDS (minimum required amounts)			
1000 ml normal saline	8 bags	250 or 500 ml normal saline	2 bags

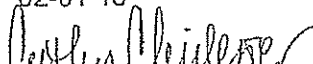
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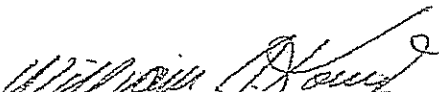
REVISED: 09-01-13

SUPERSEDES: 02-01-13

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APPROVED:


 Director, EMS Agency


 Medical Director, EMS Agency

SUPPLIES* (minimum required amounts)			
Adhesive dressing (bandaids)	1 box	Flashlight	1
Airways – Nasopharyngeal Large, medium, small (34-36, 26-28, 20-22)	1 each	Gauze sponges (sterile)	12
		Gauze bandages	5
Airways – Oropharyngeal Large	1	Gloves Sterile	2 Pairs
Medium	1	Gloves Unsterile	1 Box
Small Adult/Child	1	Glucometer with strips	1
Infant	1	Hand-held nebulizer pack	2
Neonate	1	Hemostats, padded	1
Alcohol swabs	1 box	Intravenous catheters (14G-22G)	5 each
Backboards	2	Intravenous Tubing Microdrip	6
Bag-valve device with O ₂ inlet and reservoir Adult and Pediatric	1 each	Macro drip	6
Bag-valve mask Large	1	King LTS-D (Disposable Supraglottic Airway device) Small Adult (Size 3)	1
Medium	1	Adult (Size 4)	1
Small Adult/Child	1	Large Adult (Size 5)	1
Toddler	1	Lancets, automatic retractable	5
Infant	1	Laryngoscope Handle Adult	1
Neonate	1	Laryngoscope Blades Adult, curved and straight	1 each
Burn pack or burn sheets	1	Pediatric, Miller #1 & #2	1 each
Cervical collars (rigid) Adult (various sizes)	4	Magill Forceps Adult and Pediatric	1 each
Pediatric	2	Mucosal Atomization Device (MAD)	2
Color Code Drug Doses LA County Kids	1	Normal saline for irrigation	1 bottle
Contaminated needle container	1	Needle, filtered-5micron	2
Continuous Positive Airway Pressure (CPAP) Device ^{6,7}	1	Needle thoracostomy kit or 14 G 3.0-3.5" angiocath	2
Defibrillator with oscilloscope	1	OB pack and bulb syringe	1
Defibrillator electrodes (including pediatric) or paste	2	Oxygen cannulas	3
ECG Electrodes Adult and Pediatric	6 each	Oxygen Masks Adult and Pediatric	3 each
ECG, 12-lead capable 9-1-1 paramedic provider agencies only	1	Pediatric Resuscitation Tape	1
Endotracheal tubes with stylets Sizes 6.0-8.0	2 each	Personal Protective Equipment/ Body Substance Isolation Equipment mask, gown, eye protection	2 each
End Tidal CO ₂ Detector and Aspirator Adult	1	Procedures Prior to Base Contact Field Reference No. 806.1	1
Extrication device or short board	1	Pulse Oximeter	1

Radio transmitter receiver, ⁵	1	Suction Unit (portable)	1
Saline locks	4	Syringes 1ml – 60 ml	assorted
Scissors	1	Tape (various types, must include cloth)	1
Sphygmomanometer Adult/pediatric/thigh cuff	1 each	Tourniquets	2
Splints – (long and short)	2 each	Tourniquets (commercial, for control of bleeding)	2
Splints – traction (adult and pediatric)	1 each	Transcutaneous Pacing ^{6,7}	1
Stethoscope	1	Tube Introducer	2
Suction Instruments (8Fr.-12Fr. Catheters)	1 each	Vaseline gauze	2
Tonsillar tip	1	Waveform Capnography	

SUPPLIES* (approved optional equipment)			
Dextrose 25%		Pediatric Laryngoscope Handle FDA-Approved	
Intravenous Tubing Blood/Shock		Resuscitator with positive pressure demand valve (flow rate not to exceed 40L/min)	
Intraosseous Device			
Adult	1		
Pediatric	1	Vacutainer Tubes	

* All sharps must comply with CCR, Title 8, Section 5193, Bloodborne Pathogens.

⁵ Los Angeles County Department of Communications, Spec. No. 2029/2031/2033

⁶ Only for providers that respond to medical emergencies via the 9-1-1 system

⁷ Requires EMS Agency approved training program and QI method prior to implementation

This policy is intended as an ALS Unit inventory only. Supply and resupply shall be in accordance with Reference No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles.

CROSS REFERENCES:

Prehospital Care Policy Manual:

Ref. No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles

Ref. No. 702, Controlled Drugs Carried on ALS Units

Ref. No. 710, Basic Life Support Ambulance Equipment

Ref. No. 712, Nurse Staffed Critical Care Inventory

Ref. No. 1104, Disaster Pharmaceutical Caches Carried by First Responders

EMS REPORT

EXHIBIT L

PATIENT ASSESSMENT									
Pt. of # Pts Transported									
Orig. Seq. #									
RC									
Age <input type="checkbox"/> Y <input type="checkbox"/> M <input type="checkbox"/> D <input type="checkbox"/> H									
Gender: <input type="checkbox"/> M <input type="checkbox"/> F									
Wt. <input type="checkbox"/> lb <input type="checkbox"/> kg									
Peds Color Code <input type="checkbox"/> Too Tall									
Distress <input type="checkbox"/> Sev <input type="checkbox"/> Mod Level <input type="checkbox"/> Mild <input type="checkbox"/> None									
Complaint { 1 2 3 4									
Mechanism of Injury { 1 2 3 4									
GCS/mLAPSS									
Time									
Eyes									
Motor									
Verbal									
GCS Total									
<input type="checkbox"/> Normal for pt / Age									
mLAPSS <input type="checkbox"/> Met <input type="checkbox"/> Not Met									
Last known well:									
Date:									
Time:									
SPECIAL CIRCUMSTANCES									
<input type="checkbox"/> Barriers to Pt Care									
<input type="checkbox"/> Poison Control Contacted									
<input type="checkbox"/> Abuse Suspected									
Reported To:									
<input type="checkbox"/> ETOH Suspected									
<input type="checkbox"/> Drugs Suspected									
THERAPIES									
TM #									
<input type="checkbox"/> Bk Blows/Thrust									
<input type="checkbox"/> BVM									
<input type="checkbox"/> Breath Sounds									
<input type="checkbox"/> Chest Rise									
<input type="checkbox"/> Existing Trach.									
<input type="checkbox"/> OP/NP Airway									
<input type="checkbox"/> Cooling Measures									
<input type="checkbox"/> Dressings									
<input type="checkbox"/> Ice Pack									
<input type="checkbox"/> Oxy _____ NC or M									
<input type="checkbox"/> Restraints									
<input type="checkbox"/> Distal CSM Intact									
<input type="checkbox"/> Spinal Immobil									
<input type="checkbox"/> CMS Intact - Before									
<input type="checkbox"/> CMS Intact - After									
<input type="checkbox"/> Spinal Clearance Alg.									
<input type="checkbox"/> Splint <input type="checkbox"/> Traction S									
<input type="checkbox"/> Suction									
<input type="checkbox"/> Bld Gluc #1 _____									
<input type="checkbox"/> #2 _____									
<input type="checkbox"/> CPAP @ _____ cm H ₂ O									
<input type="checkbox"/> @ _____ time									
<input type="checkbox"/> FB Removal									
<input type="checkbox"/> IV _____ g _____ site									
<input type="checkbox"/> I.O. _____ g _____ site									
<input type="checkbox"/> Needle Thoracost									
<input type="checkbox"/> Vagal Maneuvers									
<input type="checkbox"/> TC Pacing, mA _____									
<input type="checkbox"/> @Time _____ bpm									
<input type="checkbox"/> OTHER									

MEDICAL COMPLAINTS									
<input type="checkbox"/> Abdominal Pain <input type="checkbox"/> Cardiac Arrest <input type="checkbox"/> Fever <input type="checkbox"/> Near Drowning <input type="checkbox"/> Respiratory Arrest <input type="checkbox"/> No Medical Complaint									
<input type="checkbox"/> Allergic Reaction <input type="checkbox"/> D.O.A. <input type="checkbox"/> Foreign Body <input type="checkbox"/> Neck/Back Pain <input type="checkbox"/> Seizure <input type="checkbox"/> Inpatient Medical									
<input type="checkbox"/> A.L.T.E. <input type="checkbox"/> Chest Pain <input type="checkbox"/> GI Bleed <input type="checkbox"/> No SC Reg'd <input type="checkbox"/> SC Guide <input type="checkbox"/> Request									
<input type="checkbox"/> Altered Loc <input type="checkbox"/> Choking/Airway Obst <input type="checkbox"/> Head Pain <input type="checkbox"/> OBstetrics <input type="checkbox"/> Shortness of Breath <input type="checkbox"/> Inpatient Medical									
<input type="checkbox"/> Apnea Episode <input type="checkbox"/> Cough/Congestion <input type="checkbox"/> Hypoglycemia <input type="checkbox"/> Labor <input type="checkbox"/> Newborn <input type="checkbox"/> Syncope <input type="checkbox"/> Other Pain									
<input type="checkbox"/> Bleeding Gth Site <input type="checkbox"/> DYSrhythmia <input type="checkbox"/> Local Neuro Signs <input type="checkbox"/> OD/Poisoning <input type="checkbox"/> Weak/Dizzy <input type="checkbox"/> Medical Device Complaint									
<input type="checkbox"/> Behavioral <input type="checkbox"/> Agitated <input type="checkbox"/> Nausea/Vomiting <input type="checkbox"/> Palpitations <input type="checkbox"/> Vaginal Bleed <input type="checkbox"/> Other									
<input type="checkbox"/> No Apparent Injury <input type="checkbox"/> B P <input type="checkbox"/> Traumatic Arrest <input type="checkbox"/> Abdomen <input type="checkbox"/> Protective Devices <input type="checkbox"/> Seat Belt <input type="checkbox"/> Air Bag <input type="checkbox"/> Helmet <input type="checkbox"/> Car Seat/Booster									
<input type="checkbox"/> Burns/Blac. Shock <input type="checkbox"/> Head <input type="checkbox"/> GCS=14 <input type="checkbox"/> Diffuse Abd. Tend <input type="checkbox"/> Enclosed Veh. <input type="checkbox"/> Sports/Recreation <input type="checkbox"/> Self-Inflict'd/Acc.									
<input type="checkbox"/> SBP <90, <70 (<1yr) <input type="checkbox"/> Face/mouth <input type="checkbox"/> Genital/Buttocks <input type="checkbox"/> Ejected <input type="checkbox"/> Extricated G <input type="checkbox"/> Assault <input type="checkbox"/> Self-Inflict'd/Int.									
<input type="checkbox"/> RR <10/>29, <23 (<1yr) <input type="checkbox"/> Neck <input type="checkbox"/> Extremities <input type="checkbox"/> Impact >20 mph unenclosed <input type="checkbox"/> Stabbing <input type="checkbox"/> GSW <input type="checkbox"/> Haz/Mat Exposure									
<input type="checkbox"/> Susp. Pelvic FX <input type="checkbox"/> Back <input type="checkbox"/> EXIR 1 level/elbow <input type="checkbox"/> Survived Fatal Accident <input type="checkbox"/> Animal Bite <input type="checkbox"/> Work-Related									
<input type="checkbox"/> Spinal Cord Injury <input type="checkbox"/> Chest <input type="checkbox"/> Fracture 2 long <input type="checkbox"/> Impact <input type="checkbox"/> Crush <input type="checkbox"/> Teleretry Data									
<input type="checkbox"/> Inpatient Trauma <input type="checkbox"/> Flail Chest <input type="checkbox"/> Amput w/dressings <input type="checkbox"/> Ped/Bike Runover/Thrown>20mph <input type="checkbox"/> Fat <input type="checkbox"/> >15W/10ft <input type="checkbox"/> Medical Hx									
<input type="checkbox"/> B P <input type="checkbox"/> Tension Pneum <input type="checkbox"/> Other Vasc. Model'd <input type="checkbox"/> Ped/Bike <20mph <input type="checkbox"/> Electrical Shock <input type="checkbox"/> Anti-Coag <input type="checkbox"/> Other									
<input type="checkbox"/> Minor Lacerations <input type="checkbox"/> Normal <input type="checkbox"/> Unequal <input type="checkbox"/> T/D <input type="checkbox"/> Normal <input type="checkbox"/> Jaundiced <input type="checkbox"/> Warm <input type="checkbox"/> Cap Refill: <input type="checkbox"/> NL <input type="checkbox"/> AntiFact									
<input type="checkbox"/> PERL <input type="checkbox"/> Unequal <input type="checkbox"/> Pinpoint <input type="checkbox"/> Wheezes <input type="checkbox"/> Rales <input type="checkbox"/> Labored <input type="checkbox"/> Cyanotic <input type="checkbox"/> Hot <input type="checkbox"/> NoRmal/ <input type="checkbox"/> ABnl <input type="checkbox"/> Wavy Baseline									
<input type="checkbox"/> Fixed & Dil. <input type="checkbox"/> Sluggish <input type="checkbox"/> RHonchi <input type="checkbox"/> Snoring <input type="checkbox"/> Apnea <input type="checkbox"/> Pale <input type="checkbox"/> Cold <input type="checkbox"/> Delayed <input type="checkbox"/> STEMI <input type="checkbox"/> Paced Rhythm									
12 LEAD TIME:									
Time TM# BP Pulse Resp SpO2% T Vol (N+) Pain (0-10) ME D S / D E F I B									
Time TM# Rhythm Meds/Defib Dose Route Result									

ARREST									
Wit. <input type="checkbox"/> Citizen <input type="checkbox"/> EMS <input type="checkbox"/> None									
<input type="checkbox"/> Citizen CPR									
EMS CPR @ _____ (time)									
<input type="checkbox"/> Arrest to CPR: _____ (min)									
<input type="checkbox"/> AED <input type="checkbox"/> Analyze <input type="checkbox"/> Defib									
<input type="checkbox"/> ALS Resuscitation (use page 2)									
Reason(s) for withholding resuscitation:									
<input type="checkbox"/> DNR/AHCD/POLST									
<input type="checkbox"/> ASY> _____ min Time of B14 Death									
<input type="checkbox"/> Rigor <input type="checkbox"/> Lividity <input type="checkbox"/> Bl. Trauma									
<input type="checkbox"/> Other _____									
<input type="checkbox"/> Family: _____ (relationship)									
<input type="checkbox"/> (sig) _____									
PRN Meds									
<input type="checkbox"/> ALB <input type="checkbox"/> NTG									
<input type="checkbox"/> MID									
<input type="checkbox"/> MS									
<input type="checkbox"/> D50 <input type="checkbox"/> GLU									
<input type="checkbox"/> NAR									
<input type="checkbox"/> OT									
<input type="checkbox"/> MIDAZOLAM									
<input type="checkbox"/> MORPHINE									
Given: _____ mg Given: _____ mg									
Wasted: _____ mg Wasted: _____ mg									
Narcotic wasted: RN Witness									
Name (print) _____									
Signature: _____									
Reassessment after Therapies and/or Condition on Transfer:									
Total IV Fluids Received: _____ ml/s									
Care Transferred To: <input type="checkbox"/> Facility <input type="checkbox"/> Transfer VS									
Time TM# BP Pulse Resp SpO2% EKG E M V									
Signature TM completing form									
Sig #1 _____ Sig #2 _____ Reviewed By _____									

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELESSUBJECT: SUPPLY AND RESUPPLY OF DESIGNATED
EMS PROVIDER UNITS/VEHICLES(PARAMEDIC)
REFERENCE NO. 701

PURPOSE: To provide a policy for 9-1-1 provider agencies to procure, store and distribute medical supplies and pharmaceuticals identified in the ALS Unit Inventory that require specific physician authorization.

AUTHORITY: California Health and Safety Code, Division 10, California Uniform Controlled Substances Act; and Division 2.5, Chapter 5, Section 1798.
California Code of Regulations, Title 22, Chapter 4, Article 6, Section 100169;

DEFINITION:

Restricted Drugs and Devices: Drugs and devices bearing the legend, "Caution, federal law prohibits dispensing without prescription," or "Federal Law restricts this device to sale by or the order of a physician," or words of similar import.

POLICY:

I. Responsibilities of Provider Agencies

A. Each provider agency shall have a mechanism to procure, store and distribute its own restricted drugs and devices under the license and supervision of a physician who meets one of the following criteria:

1. The Medical Director of the provider agency. Medical Director must meet the requirements specified in Ref. No. 411, Provider Agency Medical Director.
2. The Medical Director of the EMS Agency.
3. The Base Hospital Medical Director of the provider agency's assigned base hospital.
4. A drug authorizing physician who is licensed in the State of California and meets the criteria outlined in Ref. No. 410, Drug Authorizing Physician for Provider Agencies.

NOTE: Regardless of option selected, the provider agency shall furnish the EMS Agency with written concurrence from the respective physician that they will assume responsibility for providing medical authorization for procuring restricted drugs and devices.

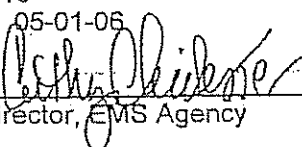
EFFECTIVE DATE: 06-08-76

PAGE 1 OF 3

REVISED: 2-15-10

SUPERSEDES: 05-01-06

APPROVED:


Director, EMS Agency
Medical Director, EMS Agency

-
- B. Mechanisms of procurement may include the following:
1. Procurement of restricted drugs and devices through a County-sponsored or other group buying arrangement, if feasible.
 2. Procurement of restricted drugs and devices from a hospital that determines it has the legal authority to resell pharmaceuticals and supplies to a provider agency.
 3. Procurement of restricted drugs and devices through another legally authorized source, including but not limited to, a pharmaceutical distributor or wholesaler.
- C. Each provider agency shall have policies and procedures in place for the procurement, transport, storage, distribution and disposal of restricted drugs and devices. These policies shall be reviewed by the local EMS Agency and shall include, but are not limited to, the following:
1. Identification (by title) of individuals responsible for procurement and distribution.
 2. A determination of reasonable quantities of supplies and pharmaceuticals that must be maintained to resupply ALS units between deliveries by distributor.
 3. Maintenance of copies of all drug orders, invoices, and logs associated with restricted drugs and devices for a minimum of three years.
 4. Procedures for completing a monthly inventory, which includes:
 - a. Ensuring medications are stored in original packaging;
 - b. Checking medications for expiration dates, rotating stock for use prior to expiration, and exchanging for current medications.
 - c. Properly disposing of expired medications that cannot be exchanged.
 - d. Accounting for restricted drugs and devices in stock and/or distributed to ALS units and other transport units.
 - e. Returning medications to the pharmaceutical distributor if notified of a recall.
 5. Storage of drugs (other than those carried on the ALS unit itself) that complies with the following:
 - a. Drugs must be stored in a locked cabinet or storage area.
 - b. Drugs may not be stored on the floor. (Storage of drugs on pallets is acceptable.)
-

SUBJECT: SUPPLY AND RESUPPLY OF DESIGNATED
EMS PROVIDER UNITS/VEHICLES

(PARAMEDIC)
REFERENCE NO. 701

- c. Antiseptics and disinfectants must be stored separately from internal and injectable medications.
 - d. Flammable substances, e.g., alcohol, must be stored in accordance with local fire codes.
 - e. Storage area is maintained within a temperature range that will maintain the integrity, stability and effectiveness of drugs.
6. A mechanism for procuring, storing, distributing and accounting for morphine and midazolam consistent with the requirements outlined in Ref. No. 702, Controlled Drugs Carried on ALS Units.

CROSS REFERENCES:

Prehospital Care Policy Manual:

Ref. No. 410, Drug Authorizing Physician for Provider Agencies
Ref. No. 411, Provider Agency Medical Advisor
Ref. No. 702, Controlled Drugs Carried on ALS Units
Ref. No. 703, ALS Unit Inventory
Ref. No. 704, Assessment Unit Inventory

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: PROVIDER AGENCY MEDICAL DIRECTOR REFERENCE NO. 411

PURPOSE: To describe the role and responsibilities of Medical Directors of approved Los Angeles County Emergency Medical Services (EMS) Provider Agencies.

DEFINITION:

Provider Agency Medical Director: A physician designated by an approved EMS Provider Agency to provide advice and coordinate the medical aspects of field care as defined by the Los Angeles County EMS Agency. Consider the following recommendations for the Provider Agency Medical Director:

1. Board certified by the American Board of Emergency Medicine.
2. Engaged in the clinical practice of emergency medicine.
3. Knowledgeable on the current policies, procedures, and protocols of the Los Angeles County EMS Agency.
4. Attend an EMS system orientation provided by the EMS Agency and participate in a field care observation (ride-along) with the sponsoring agency.
5. Attend Medical Advisory Council Meetings (quarterly).

PRINCIPLE: Medical Directors enhance the quality of prehospital care by providing medical expertise in EMS and serve as a liaison between the EMS Agency Medical Director, hospitals, and other Provider Agency Medical Directors to ensure the delivery of safe and effective medical care.

ROLE AND RESPONSIBILITIES OF THE PROVIDER AGENCY MEDICAL DIRECTOR

- I. Medical Direction and Supervision of Patient Care
 - A. Advises the provider agency in planning and evaluating the delivery of prehospital medical care by EMTs and paramedics.
 - B. Reviews and approves the medical content of all EMS training performed by the provider agency and ensures compliance with continuing education requirements of the State and local EMS Agency.
 - C. Reviews and approves the medical components of the provider agency's dispatch system.
 - D. Assists in the development of procedures to optimize patient care.

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REVISED: 07-01-13
SUPERSEDES: 06-15-10

PAGE 1 OF 3

APPROVED:


Director, EMS Agency


Medical Director, EMS Agency

- E. Reviews and recommends to the EMS Agency Medical Director any new medical monitoring devices under consideration and ensures compliance with State and local regulation.
 - F. Evaluates compliance with the legal documentation requirements of patient care.
 - G. Participates in direct observation of field responses as needed. Medical direction during a direct field observation may be provided by the Provider Agency Medical Director in lieu of the base hospital under the following conditions:
 - 1. The Provider Agency Medical Director must be concurrently working as a base hospital physician in Los Angeles County.
 - 2. The EMTs, paramedics, and Provider Agency Medical Director on scene must be currently employed by, or contracted with, the same provider agency.
 - 3. If base contact has already been established, the Provider Agency Medical Director may assume medical direction of patient care. The base hospital shall be informed that the Provider Agency Medical Director is on scene. They are not required to accompany the patient to the hospital.
 - 4. EMS personnel shall document the involvement of the Provider Agency Medical Director on the EMS Report Form when orders are given
 - 5. The receiving hospital shall be notified of all patients whose field care is directed by a Provider Agency Medical Director.
 - H. Participates as needed with appropriate EMS committees and the local medical community.
 - I. Ensures provider agency compliance with Los Angeles County EMS Agency controlled substance policies and procedures.
- II. Audit and Evaluation of Patient Care
- A. Assists the provider agency in the development and implementation of a continuous quality improvement program to ensure the provision of quality medical care. Provides recommendations for training and operational changes based on quality improvement results.
 - B. Evaluates the adherence of provider agency medical personnel to medical policies, procedures and protocols of the Los Angeles County EMS Agency.
 - C. Coordinates delivery and evaluation of patient care with base and receiving hospitals.

III. Investigation of Medical Care Issues

- A. Reviews incidents with unusual or adverse patient outcomes, inadequate performance of EMS personnel, and complaints related to the delivery of medical care.
- B. Evaluates medical performance, gathers appropriate facts and, as needed, forwards those facts in writing to the Los Angeles County EMS Agency Medical Director.
- C. Ensures that appropriate actions are taken on cases with patient care issues with adverse outcomes, e.g., training, counseling, etc..

CROSS REFERENCE:

Prehospital Care Manual:

Reference No. 214, Base Hospital and Provider Agency Reporting Responsibilities

Reference No. 414, Registered Nurse/Respiratory Specialty Care Transport Provider

Reference No. 816, Physician at the Scene

Reference No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles

Reference No. 702, Controlled Drugs Carried on ALS Units

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: DRUG AUTHORIZING PHYSICIAN FOR
PROVIDER AGENCIES

REFERENCE NO. 410

PURPOSE: To provide an orientation for physicians who agree to authorize the purchase of drugs, medical devices and controlled substances for a paramedic provider agency.

AUTHORITY: Health & Safety Code 1797, et seq.
Title 22, California Code of Regulations, Section 100145(c)

DEFINITION:

Drug Authorizing Physician: A physician who utilizes their medical license and DEA number to purchase drugs, medical devices and controlled substances for an approved EMS provider agency in Los Angeles County. This role is primarily limited to drug purchases and they are not required to meet the criteria for Provider Agency Medical Director.

Provider Agency Medical Director: A physician designated by an approved EMS Provider Agency to advise and coordinate the medical aspects of field care who meets the criteria outlined in Reference No. 411. A Provider Agency Medical Director may also agree to act as a Drug Authorizing Physician.

Controlled Drugs: A controlled substance is any drug defined in the categories of the Controlled Substances Act of 1970 including opium and its derivatives, hallucinogens, depressants, and stimulants. In Los Angeles County, the provider agency controlled drugs are midazolam and morphine.

PRINCIPLES:

1. Provider agencies may obtain controlled substances from a physician who agrees to authorize the procurement of controlled substances under their Drug Enforcement Agency (DEA) registration.
2. Drug Authorizing Physicians understand and acknowledge that they are responsible for purchasing, storing, and distributing controlled drugs for the provider agency in accordance with Reference No. 702, Controlled Drugs Carried on ALS Units.
3. The controlled drugs purchased shall not deviate from those listed in Ref. No. 702, Controlled Drugs Carried on ALS Units, and Ref. No. 703, ALS Unit Inventory.

POLICY:

- I. Procedure to Become a Provider Agency Drug Authorizing Physician


EFFECTIVE: 12-1-09

PAGE 1 OF 3

REVISED:

SUPERSEDES:

APPROVED:


Director, EMS Agency


Medical Director, EMS Agency

SUBJECT: DRUG AUTHORIZING PHYSICIAN FOR
PROVIDER AGENCIES

REFERENCE NO. 410

-
- A. The provider agency shall submit a letter, on departmental letterhead, of intent to purchase drugs and medical devices under a Drug Authorizing Physician to include:
1. The name of the physician who will assume this responsibility.
 2. The proposed date of the changeover from the EMS Agency Medical Director to the Drug Authorizing Physician.
 3. A signed Confirmation of Agreement to Purchase Drugs and Medical Supplies (Ref. No. 410.1).
 4. A revised narcotic policy indicating how controlled drugs will be purchased and stored in accordance with regulations.
 5. The name, address, and telephone number of the key contact for the controlled substance supplier.
- B. The following must take place prior to the change from the EMS Agency Medical Director to the Authorizing Physician:
1. The Drug Authorizing Physician shall meet with the EMS Agency Medical Director.
 2. Any drugs previously obtained at a County Hospital pharmacy must be returned to the pharmacy of issue.
 3. EMS Agency staff will conduct a site visit to assess controlled drug storage.
- II. Returning Controlled Substances Previously Issued by a County Hospital Pharmacy:
- A. The provider agency shall fax the controlled drug logs showing the current inventory levels to the Prehospital Care Section of the EMS Agency at (562) 946-6594.
- B. EMS Agency staff will review the logs and contact the issuing pharmacy to arrange a mutually agreed upon date and time for the provider agency to return the drugs.
- C. Once the logs are reviewed and validated, EMS Agency staff will give the provider agency the documentation needed to return the controlled substances. This authorization will also serve as notification to the County pharmacy to delete the provider agency from the list of those approved to obtain controlled substances.
- D. The provider agency will return the drugs to the issuing pharmacy along with any blue copies of the EMS Report Form needed to account for drugs not in inventory due to administration in the field.

SUBJECT: DRUG AUTHORIZING PHYSICIAN FOR
PROVIDER AGENCIES

REFERENCE NO. 410

CROSS REFERENCES:

Prehospital Care Policy Manual:

Ref. No. 410.1, Drug Authorizing Physician Confirmation of Agreement Form

Ref. No. 411, Provider Agency Medical Director

Ref. No. 702, Controlled Drugs Carried on ALS Units

Ref. No. 703, ALS Unit Inventory

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: RETENTION AND DISPOSITION OF (EMT, PARAMEDIC, MICN)
PREHOSPITAL PATIENT CARE RECORDS REFERENCE NO. 608

PURPOSE: To outline the appropriate procedure for retention and disposition of Prehospital Patient Care Records which includes but is not limited to the following paper formats: EMS Report form, Base Hospital Form, MCI EMS Report Form, MCI Base Hospital Form, EMS Report Form Page 2, Base Hospital Form Page 2, Advanced and Life Support Continuation Forms, Triage Tags, base hospital radio contact logs, base hospital medical control audio recordings, and private provider agency basic life support (BLS) patient care records.

AUTHORITY: Title 22, California Administrative Code, Sections 100128, 100169
California Welfare and Institutions Code Section 14124.1
California Health and Safety Code section 1797.98(e)
Health Insurance Portability and Accountability Act of 1996

PRINCIPLES:

1. Prehospital patient care records contain patient information which is protected under the Health Insurance Portability and Accountability Act (HIPAA) and shall be maintained in accordance with HIPAA regulations.
2. Prehospital Care Providers and Base Hospitals have an obligation to ensure the security of confidential patient information.
3. Personnel responsible for all aspects of prehospital patient care record maintenance (including data entry personnel) shall receive appropriate training related to patient care record confidentiality.
4. Prehospital patient care records shall be maintained in a secure location with access limited to authorized personnel.
5. Provider agencies and base hospitals are responsible for maintaining the original copy of prehospital patient care records.
6. Original patient care records of all patients shall be retained for a minimum of seven years. Original patient care records of minors shall be kept for at least one year after such minors have reached the age of 18, but in no event less than seven years following the provision of service.
7. Records shall be accessible for audit review by EMS Agency personnel.
8. All records related to either suspected or pending litigation shall be held for an indefinite period of time.

POLICY:

- I. Paper Provider Agency Prehospital Patient Care Records:
-


EFFECTIVE: 09-23-76

REVISED: 02-01-14

SUPERSEDES: 5-31-11

PAGE 1 OF 3

APPROVED:


Director, EMS Agency
Medical Director, EMS Agency

- A. EMS Report form, MCI EMS Report Form, EMS Report Form Page 2, Advanced Life Support (ALS) Continuation Form are utilized as applicable for all ALS and 9-1-1 patients (ALS and BLS) and are distributed as follows:
1. White (Original) - Retained by the EMS Provider Agency that initiates the form.
 2. Red (Receiving Hospital) - Left with the receiving facility for transported patients. This copy becomes part of the patient's medical record at the receiving facility. If the patient is not transported, disposition is at the discretion of the EMS Provider Agency that initiates the form.
 3. Yellow (EMS Agency) - Sent to the Emergency Medical Services Agency within 45 days of the last day of the preceding month. The EMS Agency shall retain until the data has been entered into the Trauma Emergency Medical Information System (TEMIS) database.
 4. Blue (Supplemental Form) - Presented to the County pharmacist at the assigned County pharmacy in accordance with Reference No. 702, Controlled Drugs Carried on ALS Units, for replacement of controlled drugs administered to a patient in the field. County pharmacies will only accept the blue copy of the EMS Report Form with the original imprinted sequence number. Crossed out or hand written sequence numbers are not acceptable for controlled drug replacement. If the blue copy is not needed for controlled drug replacement, disposition is at the discretion of the EMS Provider Agency that initiates the form.
- B. Private provider agency specific non-9-1-1 prehospital patient care records are completed for all BLS patients and are distributed as follows:
1. Original copy - Retained by the private provider agency that initiates the form.
 2. Duplicate copy - Left with the receiving facility for patients transported to a healthcare facility. This copy becomes part of the patient's medical record at the receiving facility. If patient is not transported to a healthcare facility, disposition is at the discretion of the private provider agency that initiates the form.
- C. MCI EMS Report Form are distributed as follows:
1. White (Original) - Retained by the EMS Provider Agency that initiates the form
 2. Yellow copy - Sent to the EMS Agency within 10 business days of the incident for an MCI of greater than 5 victims. The copy shall not be separated. The EMS Agency shall retain until the data has been entered into the Trauma Emergency Medical Information System (TEMIS) database.
 3. Gray copy - Used at the discretion of the EMS Provider

4. Red copy - Individual sticker is separated will remain with the patient, if transported, and become part of the patient's medical record at the receiving facility.
 - D. Triage Tags - In the event of a multiple casualty incident where triage tags are utilized, the original triage tag will remain with the patient, if transported, and should become part of the patient's medical record at the receiving facility. If the patient is not transported, the triage tag is to be retained as the original medical record.
- II. Base Hospital Records: Base Hospital Form, MCI Base Hospital Form, and Base Hospital Form Page 2 are utilized, as applicable, for all patients requiring base hospital contact and/or medical control and are distributed as follows:
- A. White (Original) - Retained by the Base Hospital that initiates the form.
 - B. Yellow (DHS) copy - Sent to the EMS Agency within 60 days of the incident unless approved by EMS Agency not to submit.
 - C. Red (Complimentary) copy - Used at the discretion of the Base Hospital.
 - D. Black (Complimentary) copy - Used at the discretion of the Base Hospital.
- III. Maintenance of Prehospital Care Patient Records
- A. Prehospital patient care records shall be maintained in a secure location that is accessible only to authorized personnel.
 - B. Prehospital patient care records shall be delivered to the EMS Agency in a manner that ensures form security and patient confidentiality.
 - C. Prehospital patient care records in paper format, may be stored electronically upon written approval of the EMS Agency.
- IV. Destruction of Prehospital Care Patient Records
- A. Prehospital patient care records that are eligible for destruction shall be disposed of in accordance with all applicable laws.
 - B. Complimentary and supplemental copies of prehospital patient care records must be disposed of in accordance with all applicable laws.

CROSS REFERENCES:

Prehospital Care Policy Manual:

Ref. No. 602, Confidentiality of Patient Information

Ref. No. 606, Documentation of Prehospital Care

Ref. No. 607, Electronic Submission of Prehospital Data

Ref. No. 702, Controlled Drugs Carried on ALS Units

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: CONTROLLED DRUGS CARRIED ON ALS UNITS

(PARAMEDIC)
REFERENCE NO. 702

PURPOSE: To ensure accountability for all controlled drugs issued to ALS units.

AUTHORITY: Health and Safety Code, Chapter 5, 1797.220 and 1798
California Business and Professions Code, Section 4005 and 4119(4)(5)
Department of Justice, DEA Regulations, Title 21, Code of Federal Regulations,
Section 1300-1360
Controlled Substances Act, 21 UNC 801-890

PRINCIPLES:

1. Effective controls and procedures are essential to guard against theft and diversion of controlled substances due to the risks associated with mishandling these drugs:
2. Controlled drugs will be restocked only with a full account of drugs administered, wasted, or lost.
3. Controlled drugs issued from County-operated pharmacies are intended for use within Los Angeles County except as otherwise specified in this policy. County-issued controlled drugs remain the property of Los Angeles County after being issued to paramedic provider agencies and when carried on ALS units.

QUANTITIES OF CONTROLLED DRUGS TO BE CARRIED ON ALS UNITS:

Morphine sulfate: 4mg unit dose, minimum amount 32mg not to exceed 60mg unless otherwise approved by the EMS Agency Medical Director, the Provider Agency Medical Director or as dictated by supply.

Midazolam (Versed®): 5mg unit dose, minimum amount 20mg not to exceed 40mg unless otherwise approved by the EMS Agency Medical Director, the Provider Agency Medical Director, the Provider Agency Drug Authorizing Physician or as dictated by supply.

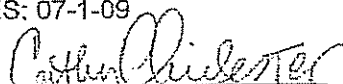
POLICY:

- I. Provider Agencies May Obtain Controlled Drugs Through:
 - A. A County operated hospital pharmacy (with approval from the EMS Agency) utilizing the procedure outlined in this policy.
 - B. A Provider Agency Medical Director who meets the qualifications of Reference No. 411, Provider Agency Medical Director if they agree to authorize such procurement, or a Provider Agency Drug Authorizing Physician as outlined in Reference No. 410, Drug Authorizing Physician for Provider Agencies.

EFFECTIVE: 1-7-98
REVISED: 01-01-13
SUPERSEDES: 07-1-09

PAGE 1 OF 8

APPROVED:


Director, EMS Agency
Medical Director, EMS Agency

II. Controlled Drug Resupply Through a County Operated Hospital Pharmacy:

A. EMS Agency responsibilities:

1. Assign each provider agency that chooses to resupply controlled drugs through a County operated hospital to one or more County facilities.
2. Supply each provider agency with a locked bag in which to store controlled drugs while in transit between the pharmacy and the provider agency.
3. Resupply controlled drugs on a one-for-one basis utilizing the procedure outlined in this policy.
4. Report the theft or loss of any controlled substances to the issuing pharmacy, whether or not the controlled substances are subsequently recovered and/or the responsible parties are identified and action taken against them.

B. Provider Agency Responsibilities:

1. Provider agency controlled drug policies and procedures shall be consistent with Ref. No. 702 and be submitted to the EMS Agency for initial review and approval.
 - a. Any subsequent changes to policies and procedures must be submitted to the EMS Agency for review and approval.
2. Provide the County pharmacists with the names and original signatures of individuals authorized to pick up and transport controlled drugs. A copy of this document shall be provided to the EMS Agency.
 - a. Submit a single list of names (not copies of drivers' licenses or other ID cards) on departmental or company letterhead.
 - b. Update the list annually, no later than June 30th
3. Identify, in the provider agency's internal policy, one or more individuals responsible for the key to the controlled drug transit bag. The County pharmacist will maintain a second key at the pharmacy.
4. Ensure that the on-duty paramedic is responsible for the security of the drugs at all times. If the department uses a non-key system, such as a keypad or padlock type, the internal controlled substance policy should indicate how the combination is kept secure. Ensure adequate security to guard against theft and diversion during controlled drug transport and distribution.
5. Utilize County-issued controlled drugs outside of Los Angeles County only in the event of wildfires, disasters, terrorist responses or other unanticipated events.

6. Restock controlled drugs only from the assigned Department of Health Services (DHS) pharmacy to prevent intermingling of controlled drug stock.
 7. Provider agencies using an EMS Agency approved electronic patient care record (ePCR) will develop a process/procedure, approved by the EMS Agency and the assigned County Pharmacy, on the type of paper documentation required for medication replacement.
- C. Replacement Procedure for Controlled Drugs Administered in the Field:
1. Providers shall:
 - a. Present the blue copy of the EMS Report Form, or ePCR or a uniquely identifiable document for each patient to whom a controlled drug was administered.
 - b. Present a photo identification (employee ID, driver's license, etc.) to verify identity at the pharmacy.
 2. Pharmacists shall:
 - a. Stamp and initial the blue copy of the EMS Report Form (ePCR document) utilizing the EMS Agency-issued stamp.
 - b. Replace the controlled drugs utilizing the locked transport bag.
 - c. Return the blue copy (or the ePCR documentation) to provider agency personnel.
- D. Replacement Procedure for Expired or Broken Controlled Drugs:
1. Provider agencies shall:
 - a. Complete Reference No. 702.1, Expired/Broken Controlled Drug Pharmacy Reporting Form, and maintain a copy in the provider agency's controlled drug file.
 - b. Present the completed Reference No. 702.1 to the issuing pharmacy along with the expired drug(s) for disposal in accordance with all applicable state and federal regulations.
 - c. If requesting replacement of controlled drugs due to breakage, complete Ref. No. 702.1 and provide the broken container to the issuing pharmacy.
 2. Pharmacists shall:

Replace the controlled drug following their facility's approved procedure.

E. Replacement Procedure when the Blue Copy of the EMS Report Form (or the ePCR) is Missing:

1. Paramedics shall notify the on-duty captain, battalion chief or supervisor that the blue copy is missing. A written report summarizing the incident shall be submitted to the EMS Agency that:
 - a. Describes what happened to the Blue Copy of the form (or the ePCR).
 - b. Is signed and dated by the reporting party, the on-duty captain or supervisor, the battalion chief or general manager.
2. The incident report and a copy of the EMS Report Form shall be forwarded to the paramedic coordinator or the individual responsible for controlled drug procurement.
3. The paramedic coordinator or responsible individual shall review the documents and hand deliver copies to the EMS Agency.
4. EMS Agency staff shall review and validate the documents and generate a letter to the provider agency's assigned County pharmacy authorizing replacement of the controlled drugs. The original copy of the authorization, which expires in 14 days, is handed to the paramedic coordinator or responsible individual to carry to the pharmacy.

III. Controlled Drug Replacement Through a Non-County Supplier:

- A. Provider agencies that have requested EMS Agency oversight of their controlled drug program shall develop policies and procedures, approved by their Provider Agency Medical Director and/or Drug Authorizing Physician, to ensure that all controlled drugs are obtained, maintained, and distributed in a secure manner consistent with local, state, and federal regulations.
- B. Such policies and procedures shall be submitted to the EMS Agency for review and approval unless the Provider Agency Medical Director/Drug Authorizing Physician wants to assume sole responsibility for procurement, storage and security of controlled substances. In that case, the Provider Agency Medical Director and Provider Agency Fire Chief (or CEO/President) shall submit Ref. No. 702.4, Provider Agency Medical Director Notification of Controlled Substance Program Implementation.
- C. Provider agencies that operate a controlled drug program without EMS Agency oversight shall submit Ref. No. 702.4 under the following circumstances:
 1. Upon initial request to develop a controlled drug program without EMS Agency oversight.
 2. At the time of the EMS Agency annual program review.
 3. Any change in the provider agency medical director.

IV. Controlled Drug Security

- A. Controlled drug security requirements apply to all provider agencies, whether drugs are ordered through the Provider Agency Medical Director, Drug Authorizing Physician or the EMS Agency Medical Director.
- B. Paramedics assigned to an advanced life support (ALS) unit shall be responsible for maintaining the correct controlled drug inventory and security of the narcotic keys (or confidentiality of the keypad/padlock combination) for their assigned unit at all times.
- C. Controlled drugs shall not be stored in any location other than on ALS units unless authorized by the EMS Agency. The initial authorization process requires EMS Agency inspection of the storage facility and approval of the provider agency internal policy specifying the location, security, access and procedure for obtaining drugs from the controlled drug cache. (This requirement does not apply to provider agencies that meet the terms of Ref. No. 702.4).
- D. Morphine and midazolam shall be secured on the ALS units under double lock. Provider agencies that have more than one approved ALS unit must have unique double locking mechanisms for each ALS unit.
- E. Daily Inventory Procedures
 - 1. Controlled drugs shall be inventoried by two paramedics at least daily and anytime there is a change in personnel.
 - 2. The key to access controlled drugs shall be in the custody of the individual who performed the inventory.
 - 3. The Daily Controlled Drug and Key Inventory Form, Reference No. 702.2 or its equivalent, shall be co-signed with the names of the relinquishing and the receiving paramedic. Entries shall be in blue or black ink only.

NOTE: Errors shall be corrected by drawing a single line through the incorrect wording; the writing underneath the single line must remain readable. The individual making the change should initial adjacent to their correction. Correction fluid or other erasure material is not permitted.

- 4. The Daily Controlled Drug and Key Inventory Form, Reference No. 702.2 or its equivalent, must be maintained by the provider agency for a minimum of three years. An entry shall be made on this form for each of the following situations:
 - a. Change of shift.
 - b. Any change to the narcotic inventory.
 - c. Any time there is a change of responsible personnel

NOTE: Providers authorized to participate in the 1:1 Staffing Program for Interfacility Transports are required to inventory controlled drugs at the end of the specified shift, when two paramedics are available to count and co-sign for the drugs.

5. Provider agencies that restock controlled drugs from County operated pharmacies shall forward copies of Reference No. 702.2, Monthly Controlled Drug Storage Inspection Form or its equivalent, to their assigned DHS pharmacy no later than the 30th day of the following month.

F. Lost or Missing Controlled Substances

1. Issued by a County Operated Pharmacy

- a. Any lost or missing controlled substances or discrepancy in the controlled drug count is to be reported by the following business day to the Department of Health (DHS) pharmacy that supplied the drugs and the EMS Agency. The follow up paperwork shall be submitted within five business days.
- b. A police report is required for any suspected lost or missing controlled substances.
- c. Any loss or discrepancy shall also be reported to the paramedic coordinator, and the Provider Agency Medical Director or other authorized physician.
- d. Any lost or missing controlled substances shall be documented on Reference No. 702.5 Missing Lost Controlled Drug Pharmacy Reporting Form, and shall initiate supervisory review at the involved provider agency. The original of the completed form will be presented to the DHS pharmacy that dispensed the drugs.
- e. Replacement of lost or missing controlled substances requires that all investigative documentation be submitted to the EMS Agency (police report, personnel statements, supervisor's follow-up, processes implemented to decrease the likelihood of future occurrences, etc.). Upon review and approval of the documentation, the EMS Agency will provide written authorization for replacement of the controlled substance(s).
- f. If a provider agency's internal investigation into a controlled drug loss exceeds thirty days, the provider shall submit a status update to the issuing DHS pharmacy and the EMS Agency at the 30th day.

2. Authorized by a Provider Agency Medical Director or Drug Authorizing Physician.

- a. Provider agencies approved to operate under Ref. No. 702.4 shall have policies/procedures in place consistent with local, state, and federal regulations on mandated reporting.

- b. Any lost, missing or discrepancy shall be reported by the following business day to the paramedic coordinator, the EMS Agency, and the authorizing Provider Agency Medical Director or Drug Authorizing Physician.
- c. Any significant loss, breakage or discrepancy in the count requires notification to the Drug Enforcement Administration, utilizing DEA Form 106 or electronically via the DEA web site, within one business day of discovery.
- d. Any loss shall initiate supervisory review at the involved provider agency. If a provider agency's internal investigation into a controlled drug loss exceeds 30 days, the provider shall submit a status update to the Provider Agency Medical Director and the EMS Agency.

G. Disposal of controlled substances issued by a non-county pharmacy

- 1. The provider agency shall dispose of expired controlled substances through one, or a combination of the following:
 - a. Utilizing a DEA licensed pharmaceutical reverse distributor.
 - b. Following the guidelines outlined in the Code of Federal Regulations, Section 1307.21, Procedure for Disposing of Controlled Substances.

V. Record Keeping

- A. All controlled drugs issued to a provider agency must be accounted for. The provider agency shall retain a copy of the EMS Report Form (or an ePCR) for each patient to whom a controlled drug was administered and maintain it with any completed Missing/Expired Controlled Drug Reporting Forms, drug orders, invoices or other associated documentation in a separate file for a minimum of three years.
- B. Each controlled drug use must be documented on the EMS Report Form (or ePCR). If the total amount of the drug is not administered, the remaining amount shall be wasted at the receiving facility as follows:
 - 1. Document wasted narcotics (partial or whole) in the "Narcotic Waste/Witness" section of the EMS Report Form or ePCR, including the amount wasted.
 - 2. Obtain the printed name and signature of the witness who observed the disposal of the remaining solution. (registered nurse, physician, pharmacist).
- C. In addition to the local EMS Agency and the provider agency, controlled drug inventories and logs are subject to inspection by the issuing pharmacy, the California Board of Pharmacy, and agents of the Bureau of Narcotic Enforcement Administration of the Department of Justice, Federal Drug Enforcement Administration.

CROSS REFERENCES:

Prehospital Care Manual:

- Reference No. 410, Provider Agency Drug Authorizing Physician
- Reference No. 411, Provider Agency Medical Director
- Reference No. 606, Documentation of Prehospital Care
- Reference No. 607, Electronic Submission of Prehospital Data
- Reference No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles
- Reference No. 702.1, Expired/Broken Controlled Drug Pharmacy Reporting Form
- Reference No. 702.2, Daily Controlled Drug and Key Inventory Form (Page 1 of 2)
Monthly Drug Storage Inspection Form (Page 2 of 2)
- Reference No. 702.3, County Operated Pharmacy Contact Numbers for Reporting Loss of
Controlled Drugs
- Reference No. 702.4, Provider Agency Medical Director Notification of Controlled Substance
Program Implementation
- Reference NO. 702.5 Lost/Missing Controlled Drug Pharmacy Reporting Form

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

REFERENCE NO. 702.2

SUBJECT: DAILY CONTROLLED DRUG AND KEY INVENTORY FORM

Provider Agency: _____ ALS Unit: _____

[illegible]

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELESSUBJECT: **DISASTER PHARMACEUTICAL CACHES
CARRIED BY FIRST RESPONDERS**(PARAMEDIC/EMT-I)
REFERENCE NO. 1104

PURPOSE: To ensure accessibility to and accountability for disaster pharmaceutical caches carried by first responders.

AUTHORITY: Health and Safety Code, Chapter 5, Section 1798
Title 22, California Code of Regulations, Section 72369

PRINCIPLE:

To ensure terrorism preparedness in Los Angeles County, the Emergency Medical Services Authority approved an expanded scope of practice for paramedics to stock and use certain disaster pharmaceuticals.

POLICY:

I. Disaster Pharmaceutical Cache (DPC) for Patient Use:

A. Quantity

Each DPC will contain the following pharmaceuticals:

DuoDotes or their equivalent: a minimum of 30 auto injectors for treatment of patients

Atropen 1.0 mg: a minimum of 12 for treatment of patients

Pediatric Atropen 0.5 mg: a minimum of 12 for treatment of patients

B. Procurement

1. Initial stocking of all two paramedic vehicles with a DPC was completed in 2002 by the Emergency Medical Services (EMS) Agency.
2. DPC re-supply and initial stocking of additional two-paramedic units will be through the provider agency purchasing entity and its medical director.

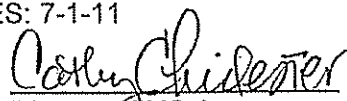
C. Disaster Pharmaceutical Cache Security

1. Paramedics assigned to an ALS unit shall be responsible for maintaining the correct DPC inventory for their assigned unit at all times.
2. DuoDotes (or their equivalent) and Atropens for patient use will be stored in the DPC case.

EFFECTIVE: 9-1-03
REVISED: 01-15-14
SUPERSEDES: 7-1-11

PAGE 1 OF 2

APPROVED:


Director, EMS Agency
Medical Director, EMS Agency

SUBJECT: DISASTER PHARMACEUTICAL CACHES
CARRIED BY FIRST RESPONDERS

REFERENCE NO. 1104

CROSS REFERENCES:

Prehospital Care Manual:

Ref. No. 519, Management of Multiple Casualty Incidents
Ref. No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles
Ref. No. 807, Medical Control During Hazardous Material Exposure
Ref. No. 1106, Mobilization of Local Pharmaceutical Caches (LPCs)
Ref. No. 1108, CHEMPACK Deployment for Nerve Agent Release

Los Angeles County Treatment Protocol 1225, Nerve Agent Exposure

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: ADVANCE LIFE SUPPORT (ALS) UNIT STAFFING REFERENCE NO. 408

PURPOSE: To identify the policy adopted by the Los Angeles County Board of Supervisors for staffing ALS units.

POLICY: "All ALS units, both public and private, shall be staffed with at least two State licensed paramedics accredited in Los Angeles County or two mobile intensive care nurses, or a combination thereof. Exceptions may be made on a temporary basis in those instances where one member of the ALS unit is injured, becomes ill, or is otherwise incapacitated while on duty or is unavailable for duty because of unusual and unforeseen circumstances, and therefore is unable to perform as a member of the unit, for a period not to exceed the end of the scheduled shift. In each instance where an ALS unit operates with less than the minimum staff stated herein, it shall be reported at the end of the calendar month to the Director of Emergency Medical Services Agency."

EFFECTIVE: 9-11-79


PAGE 1 OF 1

REVISED: 2-1-12

SUPERSEDES: 01-04-09

APPROVED: _____


Director, EMS Agency


Medical Director, EMS Agency